

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Professional Services
Agreement, Software
Licensing Agreement,
Software Maintenance
Agreement and related
Addenda with CourtView
Justice Solutions Inc. for
Migration to JWorks Case
Management Software

____ Briefing
____ Proposed Action
____ Consent
☒ Action
____ First Reading
____ Second Reading
____ Third Reading
____ Public Hearing

COUNCIL BILL #

Originating Department Information Technology

Contact Person Steven Hellyer

Phone Number 425-257-8686


FOR AGENDA OF April 27, 2016

Initialed by:

Department Head

CAA

Council President



| <u>Location</u> | <u>Preceding Action</u> | <u>Attachments</u> | <u>Department(s) Approval</u> |
|-----------------|-------------------------|---|--|
| Legal | | Professional Services Agreement, Software Licensing Agreement, Software Maintenance Agreement and Addenda | Legal, Information Technology, Purchasing |

| | | |
|----------------------|-------------|--|
| Amount Budgeted | \$73,000 | |
| Expenditure Required | \$66,277.34 | Amount: \$8,019.65 Account: 505-5130000640 Amount: \$3,307.69 Account: 505-5100000480 Amount: \$54,950 Account: 505-5130000410 |
| Budget Remaining | \$6,723 | |
| Additional Required | -0- | |

DETAILED SUMMARY STATEMENT:

The Prosecutor's Office currently uses Damion case management software from CourtView Justice Solutions. To maintain software support and access additional functionality it is necessary to migrate to CourtView's new product, JWorks.

The costs are:

- \$54,950 – Professional Services Agreement (no applicable tax)
- \$7,344 – Software Licensing Agreement (\$8019.65 with Washington State sales tax)
- \$3029 – Software Maintenance Agreement (\$3307.69 with Washington State sales tax)

The total cost of all agreements is \$66,277.34

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the Professional Services Agreement, Software Licensing Agreement, Software Maintenance Agreement and related Addenda with CourtView Justice Solutions at a cost to the City of \$66,277.34 including Washington State sales tax.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into as of the ____ day of _____, 2016 ("Effective Date") by and between CourtView Justice Solutions Inc., a Delaware corporation, with offices at 4825 Higbee AVE NW, Canton, OH 44718 ("CJS"), City of Everett, with offices at 2930 Wetmore Avenue Everett, WA 98201, ("CUSTOMER"), and describes the terms and conditions pursuant to which CJS shall provide professional services to CUSTOMER.

1. Scope of Services

CJS will perform the professional services ("Services") and deliver the deliverables ("Deliverables") described in Exhibit A and such additional Statements of Work as mutually agreed on by the parties.

2. Place of Performance

Unless otherwise provided in this Agreement, CJS may perform the Services in whole or in part at CJS's place of business, CUSTOMER's place of business, and/or such other locations as CJS selects.

3. Effective Date/Term

This Agreement shall be effective as of the date first above written (the "Effective Date"), and shall continue in full force and effect until December 31, 2017 or the Agreement has been terminated in accordance with this Agreement, whichever first occurs.

4. Price and Payment Terms

- (a) CUSTOMER will pay CJS on a "time and materials" basis for labor expended and costs and expenses incurred, as described in the Statement of Work and Exhibit B. CJS will use good faith efforts to complete the Services and deliver the Deliverables within the estimated price ("Estimated Price") set forth in Exhibit B, but does not guarantee that the Services can be completed or the Deliverables can be delivered within the Estimated Price.
- (b) CUSTOMER shall pay to CJS for labor expended in performing the Services an amount computed by multiplying the applicable hourly billing rate set forth in Exhibit B by the number of hours worked. Fractional parts of an hour shall be payable on a prorated basis.
- (c) In addition to paying for labor expended, CUSTOMER shall reimburse CJS for the cost of all goods and materials purchased exclusively for use in performing the Services or which are incorporated into any Deliverable, as well as for all reasonable travel expenses and miscellaneous out-of-pocket expenses incurred in performing the Services. Such costs and expenses shall be subject to the administrative and overhead charge, if any, provided in Exhibit B.
- (d) CUSTOMER shall have no obligation to pay CJS more than the Estimated Price. CJS shall have no obligation to provide labor or incur costs or expenses having a combined value more than the Estimated Price, even if the Services have not been completed or

the Deliverables delivered, or the results desired by CUSTOMER have not been achieved. The parties may, by mutual written agreement, increase the Estimated Price.

- (e) CUSTOMER shall make payment to CJS according to the schedule and provisions of Exhibit B. CJS shall have a lien upon and may retain or repossess any and all Deliverables if CUSTOMER does not make full payment to CJS.
- (f) Invoiced amounts are due and payable 30 days from the date of the invoice.
- (g) If CUSTOMER's action or inaction results in non-receipt of payment by CJS for the total amount of an invoice within fifteen (15) days of the due date of such invoice, interest compounded at the rate of one and one half percent (1.5%) per month, or the maximum rate permitted by law if lower, shall thereafter be added to all amounts unpaid and outstanding. If CUSTOMER's action or inaction results in non-receipt of payment by CJS, CJS shall have the right exercisable in CJS's sole discretion, in addition to its other rights and remedies, to cease further performance of the Services hereunder.
- (h) Bill To Address. The invoice will be mailed to:

City of Everett
IT Director
2930 Wetmore Avenue, Suite 6A
Everett, WA 98201

5. Resources to be Provided by CUSTOMER

- (a) CUSTOMER shall provide, maintain, and make available to CJS, at CUSTOMER's expense and in a timely manner, the resources described in this section 5, and such other additional resources as CJS may from time to time reasonably request in connection with CJS's performance of the Services. Delays in the provision of these resources may result in delays in the performance of the Services, or an increase in the Price.
- (b) CUSTOMER will designate qualified CUSTOMER personnel or representatives to consult with CJS on a regular basis in connection with the Services. CUSTOMER will furnish such documentation and other information as is reasonably necessary to perform the Services.
- (c) CUSTOMER shall furnish access to CUSTOMER's premises, and appropriate workspace for any CJS personnel working at CUSTOMER's premises, as necessary for performance of those portions of the Services to be performed at CUSTOMER's premises.

6. Confidentiality

Concurrently with the execution of this Agreement, the parties shall execute a Non-Disclosure Agreement in the form and content of Exhibit C attached hereto. The Non-Disclosure Agreement and its attached Addendum is independent of this Agreement and shall survive the termination of this Agreement. Nothing in this Agreement or in any such

Non-Disclosure Agreement shall be deemed to restrict or prohibit CJS from providing to others services and deliverables the same as or similar to the Services and Deliverables.

7. Intellectual Property

- (a) CUSTOMER and CJS shall each retain ownership of, and all right, title, and interest in and to, their respective pre-existing Intellectual Property. No license therein, whether express or implied, is granted by this Agreement or as a result of the Services performed hereunder. To the extent the parties wish to grant to the other rights or interests in pre-existing Intellectual Property, separate license agreements on mutually acceptable terms will be executed.
- (b) CJS grants to CUSTOMER a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any CJS Intellectual Property incorporated into any Deliverable, solely for CUSTOMER's use of that Deliverable for its internal business purposes. CJS shall retain ownership of and unrestricted right to use any Intellectual Property derived in any fashion or manner hereunder, including from its pre-existing Intellectual Property. The Services performed and any Deliverables produced pursuant to this Agreement are not "works for hire."
- (c) As used herein, "Intellectual Property" shall mean inventions (whether or not patentable), works of authorship, trade secrets, techniques, know-how, ideas, concepts, algorithms, and other intellectual property incorporated into any Deliverable whether or not first created or developed by CJS in providing the Services.

8. Taxes

- (a) In no event whatsoever shall CJS be liable for sales, use, business, gross receipts or any other tax that may be levied by any State or Federal Government entity against a contractor to such governmental entity other than taxes upon income earned by CJS for the goods and/or services provided pursuant this Agreement. This exclusion of tax liability is also applicable to any goods and/or services that may be provided by CJS under any later amendment hereto regardless of changes in legislation or policy.
- (b) In the event a taxing authority conducts an audit of this Agreement and determines that an additional tax should have been imposed on the Services or Deliverables provided by CJS to CUSTOMER (other than those taxes levied on CJS's income), CUSTOMER shall reimburse CJS for any such additional tax, including interest and penalties thereon. Similarly, if a taxing authority determines that a refund of tax is due as it relates to the Services or Deliverables provided by CJS to CUSTOMER (except those taxes relating to CJS's income), CJS shall reimburse CUSTOMER such refund, including any interest paid thereon by the taxing authority.

9. Termination for Default

- (a) Either party may terminate this Agreement if (i) the other party fails to perform a material obligation of the Agreement and such failure remains uncured for a period of 30 days after receipt of notice from the non-breaching party specifying such failure, or (ii) a party ceases to conduct business, becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation or insolvency

which is not dismissed within 90 days or makes an assignment for the benefit of creditors. In addition, CJS may terminate this Agreement effective immediately upon written notice to CUSTOMER if CUSTOMER fails to make any payment in full as and when due hereunder.

- (b) Upon termination for whatever reason and regardless of the nature of the default (if any), CUSTOMER agrees to pay CJS in full for all goods and/or services provided to, and accepted by, CUSTOMER under this Agreement and/or any task order hereto as of the effective date of the Agreement within 30 days of the invoice date.

10. Indemnification

CJS agrees to defend, indemnify, and hold harmless CUSTOMER from and against third party claims, judgments, and awards, as well as the reasonable costs related thereto (hereinafter collectively referred to as "Damages") to the extent such Damages result from the gross negligence or willful acts or omissions of CJS occurring in the performance of its obligations hereunder; provided, such defense and payments are conditioned on the following: (1) that CJS shall be notified in writing by CUSTOMER within 5 business days following its receipt of any such claim, and (2) that CJS shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise. CJS shall not be responsible for any Damages or liability resulting, in whole or in part, from the negligence or willful misconduct of CUSTOMER its employees, consultants or agents.

11. Limited Warranty

- (a) CJS warrants that the Services provided under this Agreement shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services. In the event of any breach of the foregoing warranty, provided CUSTOMER has delivered to CJS timely notice of such breach as hereinafter required, CJS shall, at its own expense, at its discretion either (1) re-perform the non-conforming Services and correct the non-conforming Deliverables to conform to this standard, or (2) refund to CUSTOMER that portion of the Price received by CJS attributable to the non-conforming Services and/or Deliverables. No warranty claim shall be effective unless CUSTOMER has delivered to CJS written notice specifying in detail the non-conformities within 90 days after performance of the non-conforming Services or tender of the non-conforming Deliverables. The remedy set forth in this section 11(a) is the sole and exclusive remedy for breach of the foregoing warranty.
- (b) **CJS SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, OR WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE, ANY WARRANTY OF ERROR-FREE PERFORMANCE, OR ANY WARRANTY OF THIRD PARTY PRODUCTS, OR FUNCTIONALITY OF THE CUSTOMER'S HARDWARE, SOFTWARE, FIRMWARE, OR COMPUTER SYSTEMS.**

- (c) CUSTOMER represents and warrants to CJS that CUSTOMER has the right to use and furnish to CJS for CJS's use in connection with this Agreement any information, specifications, data or Intellectual Property that CUSTOMER has provided or will provide to CJS in order for CJS to perform the Services and to create the Deliverables identified in Exhibit A.

12. Limitation of Liability

- (a) CUSTOMER hereby agrees that CJS's total liability to CUSTOMER for any and all liabilities, claims or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not, in the aggregate, exceed fees paid to CJS during the previous 12-month period. The parties acknowledge and agree to the foregoing liability risk allocation. Any claim by CUSTOMER against CJS relating to this Agreement must be made in writing and presented to CJS within six (6) months after the date on which this Agreement expires or is otherwise terminated.
- (b) In no event shall either CJS or CUSTOMER be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption of data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages or loss, and notwithstanding any failure of essential purpose of any limited remedy.

13. Notices

Any communication or notice permitted under the terms of this Agreement or required by law must be in writing, and will be deemed given and effective: (i) when delivered personally with proof of receipt, (ii) when sent by e-mail, (iii) when delivered by overnight express, or (iv) three (3) days after the postmark date when mailed by certified or registered mail, postage prepaid, return receipt requested and addressed to a party at its address for notices. Each party's address for notices is stated below. Such address may be changed by a notice delivered to the other party in accordance with the provisions of this Section.

Customer

City of Everett
IT Director
2930 Wetmore Avenue, Suite 6A
Everett, WA 98201
Tel. No.

Copy to:

ITNotices@everettwa.gov

CourtView Justice Solutions Inc.

Jeffrey Harmon
General Manager
4825 Higbee Ave NW
Canton, OH 44718
Tel. No. (330) 470-4280

Copy to:

CourtView Justice Solutions Inc.

Director of Contracts
4825 Higbee Ave NW
Canton, OH 44718

14. Rights and Remedies Not Exclusive

Unless otherwise expressly provided herein, no right or remedy of a party expressed herein shall be deemed exclusive, but shall be cumulative with, and not in substitution for, any other right or remedy of that party.

15. Severability

If any term, condition or provision in this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, the parties shall work in good faith to agree such modification that will to the maximum extent possible preserve the original intention of said term, condition, or provision. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

16. Assignment

Neither party may sell, assign, transfer, or otherwise convey any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party, except for the sale of assets, merger, or consolidation. Notwithstanding the foregoing, CJS may, without violation of this paragraph, engage the services of independent contractors to assist in the performance of its duties hereunder.

17. Governing Law; Venue

This Agreement shall be governed by and construed under the laws of the State of Delaware, without regard to its laws relating to conflict or choice of laws.

18. Interpretation

The captions and headings used in this Agreement are solely for the convenience of the parties, and shall not be used in the interpretation of the text of this Agreement. Each party has read and agreed to the specific language of this Agreement; therefore no conflict, ambiguity, or doubtful interpretation shall be construed against the drafter.

19. Disputes

The parties will seek a fair and prompt negotiated resolution within ten (10) days of the initial notice of the dispute ("Dispute"). If the Dispute has not been resolved after such time, the parties will escalate the issue to more senior levels. If the parties are unable to resolve any dispute at the senior management level, then any controversy, claim or Dispute arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Before commencing any such arbitration, the parties agree to enter into negotiations to resolve the Dispute. If the parties are unable to resolve the Dispute by good faith negotiation, either party may refer the matter to arbitration. The arbitrator(s) shall be bound to follow the provisions of this Agreement in resolving the Dispute, and may not award any damages excluded by this Agreement. The decision of the arbitrator(s) shall be final and binding on the parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction. The prevailing party will be

entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief ordered by the arbitrator(s). Such fees and costs will include those incurred in connection with the enforcement of any resulting judgment or order, and any post judgment order will provide for the right to receive such attorneys' fees and costs. Any request for arbitration of a claim by either party against the other relating to this Agreement must be filed no later than six (6) months after the date on which CJS concludes performance under this Agreement.

Nothing herein shall prevent either party from seeking a preliminary or permanent injunction to preserve the status quo or prevent irreparable harm during the arbitration process.

20. Multiple Copies or Counterparts of Agreement

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not be effective until the execution and delivery between each of the parties of at least one set of the counterparts.

21. Force Majeure

Neither party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under this Agreement to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, epidemics, pandemics, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. Neither party shall be liable to the other for any liability claims, damages, or other loss caused by or resulting from a Force Majeure Occurrence.

22. Relationship of Parties

CJS is an independent contractor in all respects with regard to this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, agency, or other relationship other than that of contractor and customer.

23. Third Party Beneficiaries

This Agreement does not create, and shall not be construed as creating, any rights or interests enforceable by any person not a party to this Agreement.

24. Waiver or Modification

Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Delay or failure by either party to exercise any right hereunder, or to enforce any provision of this Agreement will not be considered a waiver thereof and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. No single waiver will constitute a continuing or subsequent waiver, nor shall a waiver of any one provision of the Agreement be deemed to be a waiver of any other provision.

25. Entire Agreement; Conflicting Provisions

The Agreement and any schedules and exhibits thereto contain the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous proposals, discussions, agreements, CUSTOMER issued purchase order or document of like intent or purpose, understandings, commitments, representations of any kind, whether oral or written, relating to the subject matter hereof or the Services to be provided hereunder. It is expressly agreed that if CUSTOMER issues a purchase order or other document for the services provided under this Agreement, such instrument will be deemed for CUSTOMER's internal use only, and no terms, conditions, or provisions contained therein shall have any effect on the rights, duties or obligations of the parties under, or in any way modify, this Agreement, regardless of any failure by CJS to object to such terms, conditions or provisions. In the event that any provision in any attachment conflicts with any provision of this Agreement, then this Agreement shall be deemed to control, and such conflicting provision to the extent it conflicts shall be deemed removed and replaced with the governing provision herein.

26. Authorization

Each of the parties represents and warrants that the Agreement is a valid and binding obligation enforceable against it and that the representative executing the Agreement is duly authorized and empowered to sign the Agreement.

28. Survival

All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have entered into this Agreement as of the Effective Date.

COURTVIEW JUSTICE SOLUTIONS INC

CUSTOMER

By: 

By: _____

Title: General Manager

Title: _____

Date: April 10, 2016

Date: _____

Exhibit A – Statement of Work

Scope of Services

Please see attached Statement of Work, dated December 3, 2015.

Exhibit B – Price and Payment

| | Estimated Hours | Hourly Rate | Estimated Total |
|--|--------------------|-------------|--------------------|
| PROFESSIONAL SERVICES | | | |
| Project Startup and Management (WBS 1) | 40 | \$118 | \$4,720 |
| System Installation (WBS 2) | 32 | \$118 | \$3,776 |
| Systems Set-up / Testing (WBS 3) | 52 | \$118 | \$6,136 |
| Data Migration (WBS 4) | 122 | \$118 | \$14,396 |
| Image / File Migration (WBS 5) | 20 | \$118 | \$2,360 |
| Document Template Migration (WBS 6) | 16 | \$118 | \$1,888 |
| Report Migration (WBS 7) | 16 | \$118 | \$1,888 |
| Training / Documentation (WBS 8) | 70 | \$118 | \$8,260 |
| Go-Live Support (WBS 9) | 64 | \$118 | \$7,552 |
| Estimated Services Subtotal | 432 | | \$50,976 |
| Estimated Travel Expenses | | | \$3,974 |
| Estimated Services Total | | | \$54,950 |

Notes

- 1 Pricing is based on a Time and Materials estimate of services.
- 2 Amounts exclude all applicable taxes.
- 3 JWorks requires a compatible web server and other infrastructure, in addition to the existing servers. Server HW, third-party software, other infrastructure, and installation costs are not included.
- 4 License, Maintenance, and Services pricing is based on CJS Standard Contract terms.

Future Services Rates

The Rates noted above in this contract are discounted to reflect a total project cost. Future rates for services beyond the above scope and beyond the current term will be at CJS then-current rate, unless otherwise agreed by the parties. CJS reserves the right to adjust these rates without prior notification to the CUSTOMER. All rates quoted do not include travel expenses. The CUSTOMER will be responsible for all travel expenses.

EXHIBIT C – NON-DISCLOSURE AGREEMENT

This Nondisclosure Agreement ("Agreement") is entered into as of the ____ day of _____, 2015 ("Effective Date") by and between CourtView Justice Solutions Inc., a Delaware corporation, with offices at 4825 Higbee AVE NW, North Canton, OH 44720 ("CJS"), City of Everett, with offices at 2930 Wetmore Avenue Everett, WA 98201, ("CUSTOMER"), and describes the terms and conditions pursuant to which CJS and CUSTOMER will confidential information.

WHEREAS, this Agreement is subject to the Washington Public Records Act and incorporates by reference the attached Addendum regarding Washington State Transparency Laws.

WHEREAS, the parties have entered into a Professional Services Agreement and each party (the "Disclosing Party") desires to disclose certain confidential and proprietary information to the other party (the "Receiving Party") in connection therewith.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties agree as follows:

1. Confidential Information. For purposes of this Agreement, "Confidential Information" means inventions, ideas, intellectual property, formulae, patterns, compilations, programs, methods, techniques, processes, data, designs, algorithms, source code, object code, research plans, business plans, financial forecasts, business opportunities, agreements, vendor lists, pricing lists, customer lists, personnel lists, financial statements, and similar information, whether written or oral, that derives independent economic value from not being generally known to the public and is the subject of reasonable efforts to maintain its secrecy. Notwithstanding the foregoing, Confidential Information shall not include information that (a) is or becomes generally available to the public other than as a result of disclosure thereof by the Receiving Party, (b) is or becomes available to the Receiving Party on a non-confidential basis from a source (other than the Disclosing Party) which is not prohibited from disclosing such Confidential Information to the Receiving Party by a legal, contractual or fiduciary obligation to the Disclosing Party, or (c) Receiving Party can demonstrate is independently developed by Receiving Party without use, directly or indirectly, of any Confidential Information. Disclosing Party shall designate Confidential Information as such prior to, during or immediately after disclosure. Disclosing Party shall mark any physical materials as Confidential Information and shall identify any oral information as Confidential Information at the time of disclosure. The foregoing notwithstanding, the terms of this Agreement also pertain to information not otherwise identified as Confidential Information if Receiving Party otherwise knows or should reasonably be expected to know of its confidential nature.

2. Restrictions on Use and Disclosure. Confidential Information furnished directly or indirectly by the Disclosing Party to the Receiving Party or to any directors, officers, employees, agents, attorneys, accountants, advisors, affiliates, and other representatives and potential financing sources of the Receiving Party (collectively, "Representatives"), whether obtained by or furnished to the Receiving Party prior, contemporaneously, or subsequent to the date hereof, shall be kept confidential and shall not, without the Disclosing Party's express prior written consent, be disclosed by the Receiving Party or its Representatives in any manner whatsoever, in whole or in part, and shall not be used by the Receiving Party or its Representatives other than in connection with the Proposed Transaction. Without limitation of the foregoing, each party agrees that it will not use the Confidential Information independently or with third parties, directly or indirectly, to

solicit the business of any person or entity, to provide services to any person or entity, or otherwise to compete with the Disclosing Party. The obligations of this paragraph shall survive for five (5) years from date that Disclosing Party first discloses such Confidential Information to the Receiving Party.

3. Standard of Care. Each party agrees to reveal the Confidential Information only to its Representatives who need to know the Confidential Information for the purpose of the Proposed Transaction, who are informed of the confidential nature of the Confidential Information and who agree to act in accordance with the terms and conditions of this Agreement. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives. Each party agrees to take all reasonable precautions necessary to safeguard the Confidential Information from disclosure to any person or entity other than its Representatives. The parties agree that no disclosure of Confidential Information under this Agreement shall constitute a waiver of any applicable privilege, including but not limited to the privileges pertaining to attorney-client communications and attorney work product. Each party also agrees not to use or disclose any Confidential Information in violation of securities or insider trading laws and to take reasonable steps to ensure compliance by its employees and agents. The Receiving Party shall be responsible for compliance with laws pertaining to the export of the Confidential Information.

4. Term. This Agreement shall be effective as of the date written in the introductory paragraph hereof and shall continue until the earliest of (a) the termination of the Proposed Transaction, (b) notice of termination by one party to the other, or (c) the one-year anniversary hereof. Any termination or expiration of this Agreement shall be subject to the survival provision below.

5. Records. Each party to this Agreement shall keep a written record of Confidential Information furnished to it by the Disclosing Party and of the location of such Confidential Information. All copies of the Confidential Information shall be returned to the Disclosing Party immediately (a) in the event the Proposed Transaction is not consummated, (b) upon the termination of this Agreement, or (c) at any other time upon the Disclosing Party's request.

6. No Ownership or Warranty. Nothing contained in this Agreement shall be construed as granting any ownership rights, by license or otherwise, in any Confidential Information disclosed by a party. The Receiving Party acknowledges that the Disclosing Party makes no express or implied representation or warranty as to the accuracy or completeness of the Confidential Information, and the Receiving Party agrees that the Disclosing Party shall have no liability hereunder with respect to the Confidential Information, or errors or omissions therein. The Receiving Party agrees that it is not entitled to rely on the accuracy or completeness of the Confidential Information and shall be entitled to rely solely on the representations and warranties, if any, made to it by the Disclosing Party in any final written agreement regarding the Proposed Transaction.

7. Compelled Disclosure. Each Party to this Agreement acknowledges the competitive value and confidential nature of the Confidential Information and that use of such Confidential Information by Receiving Party or disclosure thereof to any third party could be competitively harmful to the Disclosing Party. In the event the Receiving Party or any party to which it transmits the Confidential Information pursuant to this Agreement becomes legally compelled to disclose any of the Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt notice so that the Disclosing Party may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, the Receiving Party shall furnish only that portion of the Confidential Information which it is advised by written opinion of counsel is legally required, and the Receiving Party shall exercise

reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.

8. Remedies. Each party to this Agreement acknowledges and agrees that, given the nature of the Confidential Information and the competitive damage that would result if the Confidential Information is used by the Receiving Party other than as is provided for herein or disclosed to any third party, money damages would not be a sufficient remedy for any breach of this Agreement, and that, in addition to all other remedies, the aggrieved party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. The parties further agree to waive any requirement for the securing or posting of any bond in connection with such remedy.

9. Miscellaneous.

9.1. **The obligations assumed by the parties pursuant to paragraphs 2, 3, 6, 7, 8, 9.4, 9.8 and 9.9 hereof shall survive the expiration or earlier termination of this Agreement.**

9.2. In the event suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of the costs of suit, and not as damages, reasonable attorneys' fees to be fixed by the Court.

9.3. No provision of this Agreement may be waived unless in writing, signed by all of the parties hereto. Waiver of any one provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other provision. This Agreement may be modified or amended only by a written agreement executed by all of the parties hereto.

9.4. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without regard to choice of law principles.

9.5. Neither this Agreement nor any duties or obligations hereunder shall be assigned or transferred by a party without the prior written approval of the other party, which approval shall not be unreasonably conditioned, withheld, or denied.

9.6. All notices under this Agreement will be in writing and will be delivered by personal service, facsimile or certified mail, postage prepaid, or overnight courier to such address as may be designated from time to time by the relevant party, which initially shall be the address set forth on the signature page to this Agreement. Any notice sent by certified mail will be deemed to have been given five (5) days after the date on which it is mailed. All other notices will be deemed given when received. No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of a party.

9.7. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.


9.8. Neither party shall make any public announcement concerning this Agreement or the Proposed Transaction without the advance approval of the other party. Notwithstanding the foregoing, if the parties are unable to agree on a mutually acceptable announcement, a party may nevertheless issue a press release if it is advised by counsel that such release is necessary to comply with applicable securities or similar laws.

- 9.9 Each party represents and warrants that the person signing on its behalf has the requisite authority to bind the respective party to the terms and conditions contained herein.
- 9.10. This Exhibit C contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations, and understandings, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the day and year set forth above.

COURTVIEW JUSTICE SOLUTIONS INC

CUSTOMER

By:  _____

Title: General Manager

Date: April 10, 2016

By: _____

Title: _____

Date: _____

ADDENDUM

(WASHINGTON STATE TRANSPARENCY LAWS)

The City of Everett ("City") and CourtView Justice Solutions Inc. ("Vendor") are parties to an agreement entitled "Professional Services Agreement" (the "Agreement"). The parties agree that the provisions of this addendum control all provisions of the Agreement:

- A. Scope. Regardless of anything to the contrary in the Agreement, all provisions in the Agreement that require the City to not disclose information or otherwise preserve confidentiality are strictly limited to the following:

database structure
source code
report design, content, and layout
screen design, content, and layout
business processes within the application
business rules within the application
interface designs and business logic
software documentation
(the "Confidential Records").

If the Parties desire anything additional be Confidential Records, then a new addendum shall be executed by the parties. The City has no non-disclosure or confidentiality obligations with respect to anything that is not a Confidential Record as defined by this addendum.


- B. Washington Public Records Act. Vendor acknowledges that the City is subject to the Washington Public Records Act, chapter 42.56 RCW and other Washington statutes related to open government (collectively, the "Act"). If the City receives a records request under the Act that requests any Confidential Records, then the City shall give reasonable written notice to Vendor. The City has no obligation to provide such notice for anything that is not Confidential Records. If Vendor desires that the Confidential Records not be disclosed, Vendor shall commence an action in Snohomish County Superior Court before the disclosure date. **Notwithstanding anything to the contrary in the Agreement, the City has no liability whatsoever to Vendor the disclosure of any record when that disclosure is consistent with the Act or with an order applying the Act entered by the Snohomish County Superior Court or a Washington appellate court.**

C. Venue. The exclusive venue for any dispute regarding the subject matter of this addendum is Snohomish County Superior Court.

CITY:

RAY STEPHANSON, MAYOR

VENDOR:



By: Jeffrey Harmon

Title: General Manager

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Statement of Work JWorks Attorney Case Management System

Prepared for
City of Everett, WA - Attorney Office

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Document Version 1.0 – December 3, 2015

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Introduction

CourtView Justice Solutions Inc. (CJS) is pleased to have the opportunity to team with the City of Everett (City) for the implementation of the CJS JWorks® Attorney Case Management System (CMS). This Statement of Work (SOW) defines the services required to implement the CMS project.

CJS has outlined a series of required tasks and activities to successfully deliver the CMS project. CJS has also included a draft elapsed-time project plan which will be completed jointly with the City as one of the first project activities.

The major tasks in this project and their corresponding project plan work-breakdown-structure (WBS) are:

- Project Startup and Management (WBS 1)
- System Installation (WBS 2)
- Systems Setup / Testing (WBS 3)
- Data Migration (WBS 4)
- Image / File Migration (WBS 5)
- Document Templates Migration Assistance (WBS 6)
- Reports Migration Assistance (WBS 7)
- Training / Documentation (WBS 8)
- Go-Live Support (WBS 9)

The objective is for CJS to provide the professional services, advice, data conversion, interfaces and training to ensure a complete installation and implementation of the CMS at the City's location. The goal is for the City to be conversant with the application and capable of performing system administration tasks including ad hoc report design, document template development, security roles and system backup. Ongoing support will be provided by CJS as part of the annual maintenance agreement.

Each of these major tasks and associated efforts are described in the following sections.

Project Startup and Management (WBS 1)

CJS in conjunction with the City will provide project management and oversight services to coordinate the project. The CJS project manager will coordinate activities with the City project manager as well as coordinate internal CJS technical, data conversion, integration, testing and training resources to ensure a successful project. CJS will provide the following project management services:

- Coordination of project resources and work so that milestones are achieved in an efficient manner; tasks will be designed so as to minimize implementation time and cost while taking into consideration resource and time constraints
- Serve as the main point of contact for the City's project manager
- Provide updates to the work plan and project budget as appropriate
- Participate in project status meeting and steering committee meetings
- Provide monthly project status reports
- Update risk and issue management document as appropriate
- Process project invoices
- Obtain City acceptance of project deliverables

The CJS project manager will ensure that sufficient CJS resources are available to implement the system in accordance with the project requirements. The CJS project manager will monitor the project resources to ensure quality delivery of services and that the Deliverables are completed in accordance with the project requirements.

CJS requires that the City assign a project manager and appoint a core project team with representatives from all functional and/or operational areas of the business. This core project team must have the authority and charter to make appropriate decisions regarding the CMS project. The core project team representatives should have complete knowledge and familiarity with the City's operations and objectives related to the Attorney's Office. The City project team will define their roles and responsibilities and establish project standards and controls.

The City project manager will lead the overall City project team and be responsible for the City personnel and City resources on the project. The City project manager and project leads will be responsible for the CMS configuration, operational procedure development and for facilitating decisions among the core project team.

Project Kickoff:

The CJS project manager will work with the City project manager to plan the project kick-off meetings. CJS will accommodate a kick-off meeting which is project and stakeholder focused. It is assumed that the scheduling and arrangement of the kickoff sessions will be completed by the City project manager. As part of the kick-off meeting CJS will review the project approach, statement of work and timeline with the City.

Planning Deliverables:

The CJS project manager will work with the City and the City Project Manager to establish and define the upfront plans that will help guide a project of this magnitude. The primary scope of these activities is to produce plans defining processes and procedures which will help guide the project team to success. CJS will produce several planning deliverables as described below:

Statement of Work:

One of the first activities will be to review and update this Statement of Work to ensure that it represents any agreed-to changes as part of the agreement process as well as any other required and agreed upon adjustments.

Project Plan:

The CJS Project Manager will update the Microsoft Project Plan submitted with this Statement of Work to adjust for any changes agreed to as part of the agreement process as well as any other required and agreed upon adjustments. The deliverable will be an updated Microsoft Project Plan.

Deliverables for Project Management/Planning:

- Project Status Reports (ongoing throughout the project)
- Statement of Work
- Project Plan

Deliverable Review (applies to all deliverables in this Statement of Work):

All deliverables will have a five (5) business day customer review cycle. Deliverables are automatically accepted if no feedback is received within five business days.

There will be one update cycle for deliverables except in cases where CJS did not make the changes as identified by the City. CJS expects one set of consolidated feedback on deliverables.

Software Installation (WBS 2)

Software Installation includes the City's installation of the Host Environment and the CJS-provided applications:

- JWorks Attorney Case Management System
- JWorks Reporting
- JWorks DMS (Document Management)

Installation of Host Environment:

The City will be responsible for the installation of the host environment. The host environment will be comprised of the necessary hardware, operating system software and database software.

The host environment must be prepared in compliance with minimum requirements provided by CJS. These minimum requirements will be set forth in the **Host Environment Specification** which will be furnished by CJS. CJS assumes the host environment will be available prior to the commencement of the application installation activities.

The City will make remote high speed connectivity to the host environment available to CJS for the purposes of the software installation and for ongoing support of the CMS software application and database. A CJS technical specialist will perform a validation of the host environment prior to installation of the application and database software. Should the host environment not meet the minimum requirements, a list of deficiencies will be provided. The City will mitigate any deficiencies prior to the commencement of application and database installation activities.

The City will install the test and production environments per the minimum requirements. A CJS technical specialist will perform a validation of the host environment prior to installation of the software applications. Should the environment not meet the minimum specification requirements, a list of deficiencies will be provided. The City will mitigate any deficiencies prior to the commencement of application installation activities.

It is critical that at least one of these parts of the hosting environments (Test) is ready prior to start of **Systems Setup / Testing (WBS 3)**, as this environment will be utilized for these activities.

Application Installation:

CJS technical specialists will install the base JWorks applications in the City's host environment. Software installation will be performed remotely.

During the installation, CJS will copy the software applications into the City's host environment. The databases will be installed and files and file structures created. The CJS technical specialist will validate the installation through a set of structured validation steps. Once validation is completed, an administrator account will be created for the City and a successful administrator login validated by City staff.

The Application will be installed in up to three (3) environments: Test, Training and Production.

CJS has allocated **2 service days** for application installation.

Perform Initial Application Configuration:

CJS will perform an initial configuration of the JWorks applications. As a starting point, CJS will utilize a base application template.

CJS has allocated **2 service days** for initial application configuration.

Deliverables for Installation:

- Host Environment Specification
- Installation of JWorks software applications

System Setup / Testing (WBS 3)

There are four major activities which prepare JWorks for Go-Live:

- Business Process Review
- JWorks Code and Case Management Configuration / Setup
- Verify and Test Configuration / Setup
- Go-Live Planning and Preparation

Business Process Review

A CJS Analyst will validate the JWorks base templates and configuration and application templates against any specific site implementation requirements.

As part of this process the Analyst will provide base JWorks training and walk through the current version of the JWorks application. As part of this walk through, the Analyst will use JWorks to validate against functional specific requirements through a gap/fit review.

The gap/fit review will include the following:

- Review and confirmation of functional requirements
- Interview with Division Units:
 - Walk through of Unit operations
 - Review of documents and forms by Unit
 - Review of reporting requirements by Unit

The review will conclude with the delivery of a high level report capturing the outcomes of the business process review. It is expected that the **Business Process Review Report** is a Microsoft Word document of approximately five pages.

CJS has allocated up to **1 service day** for Business Process Review.

JWorks Code and Case Management Configuration / Setup Assistance

JWorks is a very flexible application that allows tailoring through codes and business rules. CJS will facilitate interactive work-sessions with the City to configure and set up the JWorks application, including the application templates and business rules. We will use the JWorks baseline (delivered) configuration and application templates for the configuration and setup tasks and assume that doing so will provide significant reuse. CJS staff will walk through the various JWorks options and configurations with the City.

CJS staff will explain the pros and cons of various options so that the City can make decisions on configuration and complete the actual entry/setup using the JWorks application. The sessions will be interactive and it is expected that the City's business decision makers will attend sessions in their applicable area. CJS staff will be available for assistance and support during the period allotted in the project schedule to complete the Code Configuration / Setup.

The City is expected to complete the configuration during the period allotted in the project schedule to keep the project on track.

As part of these activities, CJS staff will provide a JWorks overview in the functional areas of the product where specific configuration is expected such as:

- Screen layout design
- Screen Panel Field Definitions
 - Define field attributes: prompts / display / hide, etc.

- Code Configuration
 - Populate maintenance tables with customer values / descriptors
 - Set default values
- Workflow Setup
- Business Rules
- Template definitions (reports, documents, etc.)
- User Roles / Security
 - Identifying all staff members
 - Associating all staff members with a job description or organizational role
 - Associating JWorks fields, and window screen access (query/update) with job descriptions
- Calendars
- Other setup

CJS has allocated **1 ½ service days** for assisting with the Code and Case Management Configuration / Setup.

Verify and Test Configuration / Setup:

Prior to the start of training, CJS in conjunction with the City will walk through the system to ensure that the configurations work as expected prior to start of training.

CJS has allocated **1 ½ service days** for assisting with the verification and Testing of the Configuration / Setup.

Acceptance Test:

CJS will provide JWorks software releases to the City. Each one of the releases has time allocated for City testing. CJS has also included a final system acceptance test. The final acceptance test will be scheduled to coincide with a mock data conversion to allow testing using a fully loaded system. CJS will provide assistance with the creation of the acceptance test plan.

CJS has allocated **1 ½ service days** for assisting with the User Acceptance Test.

Go-Live Planning and Preparation:

As part of planning and preparing for go-live, CJS will conduct planning meetings with the City to assess readiness, document go-live and cut-over activities, define go-live contingency plans, and identify production support roles and responsibilities. CJS will document these sessions in the form of a **Go-Live Plan**. It is expected that the Go-Live Plan is a Microsoft Word document of approximately five pages.

CJS has allocated **1 service day** for go-live planning and preparation.

Deliverables for Systems Setup / Testing:

- Business Process Review Report
- Completed JWorks Code Configuration / Setup (CJS advise/assist and City implement)
- Go-Live Plan

Data Migration (WBS 4)

Data Migration enables the City to retain the electronic case histories that have been assembled over time in legacy systems and/or processes. This legacy data is processed and mapped to fit within the JWorks data structures.

Data Conversion Overview:

CJS has identified that legacy data currently exists in DAMION

Note: For this effort, CJS has included services to migrate data from Oracle to SQL Server.

The conversion process will require City review of legacy data and will provide the opportunity for the City to perform data analysis and clean-up, plus mapping of data elements to the JWorks data structures prior to moving data into the JWorks product.

Conversion Plan:

This Statement of Work includes a high-level overview of the proven strategy that CJS utilizes for data conversion of legacy data into the JWorks database. CJS will expand on this as well as update specific plans for the conversion effort. Part of the planning effort will be to make final decisions as to what legacy data will be converted through an automated data conversion effort. CJS will facilitate a data conversion planning session(s) with staff and provide a Conversion Plan deliverable for review and approval. This will occur once for the entire project, representing all implementation phases.

The CJS conversion methodology includes seven (7) distinct steps:

- Data Mapping Business Rules
- Script Development
- Data Checking
- Sample Data Load
- Mock Implementation / Run
- Final Conversion Implementation / Run
- Stabilization

The activities of each of these conversion steps are described briefly below.

CJS has included ½ **service day** for the completion of a data conversion plan.

Data Mapping Business Rules:

CJS and the City will analyze the legacy system data model and determine which data needs to be transported to JWorks and where it will be viewed within the application. The City is required to place its existing data into the CJS conversion data model. Detailed worksheets will be provided outlining the format of these files.

The City is responsible for providing the data extraction files in the required format. Detailed worksheets will be provided which outline the attributes that are required for each file.

All files must be in ASCII text files having fixed length data attributes, as outlined in the CJS Standard Format worksheets. CJS will provide Standard Format worksheets as part of the conversion effort.

Note: The data conversion estimate does not include effort for identity consolidation. CJS can provide an estimated cost for identity consolidation technical services if the City desires to have CJS perform this service.

Some extraction files may be excluded depending on the specifications of the existing legacy system. In addition, during the extraction process, data exceptions will be discovered, allowing the City to identify potential data constraints and cleanse legacy data.

The code set-up must be completed prior to the initial mock conversion, including the **Conversion Mapping Utility**, which allows the City to map its legacy codes to the corresponding JWorks codes. It is assumed that CJS will provide the on-line mapping utility and that the City will use this utility to complete the actual code value mapping.

Once all rules and mappings are established, a formal acceptance document is generated outlining the decisions reached. This document is used as a guideline throughout the conversion life cycle. Any items outside the outlined scope will go through the Change Management Process.

It is expected that the City will complete detailed worksheets for each of the legacy systems as applicable. CJS also assumes that the City will complete the required code mapping for all legacy systems to incorporate legacy codes into one consolidated use of code values in the JWorks system.

*Note: The data migration estimates will be updated as part of the **Data Mapping Business Rules** activity and may result in a project change request if the data conversion efforts are different than currently assumed.*

CJS has included **1 service day** for the support of data mapping business rules.

Script Development:

Script development (refinement) might be necessary where the City has specific business requirements for handling legacy data than for what CJS provides out-of-the box support. The scripting process is made up of separate scripts from each of the primary components of the JWorks application.

This involves implementing all necessary business logic for JWorks as well as legacy rules, and data mappings established to this point. The mappings and rules utilized for the Script Development were defined in the Data Mapping Business Rules step. The output of this step is the completed data conversion scripts.

CJS has included **1 service day** for the update of data load scripts.

Data Checking:

Once data has been provided in the agreed upon format, the data is loaded into conversion work tables for data checking exercises. Referential integrity, correct date values, correct numeric values, and required values are all checked during this process. A **Data Issues Report** identifying all issues is then sent to the City. There are two main sections on the report. The first one (titled 'Stop Issues') shows the issues that must be corrected before the data conversion can move forward. This may require correction of extract programs by the City and a new set of files to be provided. The second section (titled 'Observations') shows issues that may affect the quality of the data but do not necessarily have to be corrected in order for the conversion to continue. City may decide to move forward with current data and cleanup observation issues at a later time.

During the data checking phase, codes will also be validated against existing JWorks code values. If a given code does not have a matching value in JWorks, the City will have the opportunity to

create a matching code or “map to” an already existing code. All codes must have a matching value, a mapped value, or a default value before the conversion can continue.

CJS has included **1 service day** for data checking.

Test Data Load:

CJS will perform two (2) Test Data Load iterations with limited volume case data provided by the City.

Once the data conversion scripts have been developed, the City will provide a sample data set of approximately 1,000 cases which will be provided as per the Data Mapping Business Rules. CJS will run a test data load on this data set and provide a **Data Issues Report** detailing any required modification to source data and scripts. CJS will rerun the Test Data Load process with a new set of sample test data after identified issues have been remedied.

CJS has included **2 service days** to support test data load.

Mock Implementation / Run:

Two (2) mock conversions will be performed emulating the final implementation. Each mock conversion will be performed per the project schedule. For each conversion, the City will provide files of data extracted from the legacy systems, formatted according to CJS specifications.

Detailed statistics by script, source table and JWorks table guarantee accounting for each row of data. Benchmarks are set utilizing time estimates from each mock conversion run. Additional critical comments are tracked in order to ensure they are executed during implementation.

Once the mock conversion is completed, the City will be required to review converted data and document corrections needed. As necessary corrections are found, they will be submitted to the CJS Project Manager and conversion team. Corrections may also be required for the source data. These corrections are the responsibility of the City.

Detailed statistics by script, source table and JWorks table guarantee that the conversion effort has accounted for each row of data. A **Data Statistics Report** will be provided for each mock conversion. Benchmarks are set utilizing time estimates from each mock conversion run. Additional critical comments are tracked in order to ensure they are executed during implementation.

CJS has included **2 ½ service days** to support mock data conversion.

Final Conversion Implementation / Run:

A final conversion will happen when all agreed upon data is migrated to the City's production environment. During the week of implementation, a conference call will take place to review the conversion steps, determine the resources required, and solidify outstanding conversion items. This will include reviewing all resource responsibility, acceptance documents and time estimates for the conversion.

CJS will also be loading the incremental images since the image migration during Mock Implementation / Run and update the image index with this information.

The database backups must be re-scheduled, and a final review of the database configurations is required. At the previously scheduled time, the affected City legacy databases must be shut down, and data entry will cease in preparation for the final data extract. When backups are completed, the conversion process will begin.

In order to ensure that the conversion runs smoothly during the live run, the City may be requested to stop day-to-day operations on the Thursday and Friday prior to the scheduled (weekend) conversions. This provides CJS and City the time needed to effectively implement the conversion process.

City resources must be available to validate the data the day prior to go-live and formally approve the data for go-live. The City will not utilize JWorks to support production business process until such time as the City has validated and approved the data conversion for go-live.

Data conversion does not include any effort for CJS staff fixing or scrubbing the City source data.

CJS has included **2 service days** to support final data conversion.

Stabilization:

Following the final conversion acceptance, the stabilization period begins. This typically lasts one week and includes performance analysis and general clean up. Table and index statistics are updated to ensure efficient data entry and retrieval. Any data attributes that are missing or formatted incorrectly will be addressed. Pending review of these documents, resolution will be determined, and the attributes will be corrected. Any remedy outside the outlined scope will go through the Change Management Process.

CJS has included **1 service days** to support production stabilization.

Deliverable for Data Conversion:

- Data Conversion Plan
- Data Conversion Mapping Spreadsheet (City)
- Data Code Value Mapping (City)
- Data Files (City)
- Data Issues Report
- Data Statistics Report
- Data Loaded in JWorks

Image / File Migration (WBS 5)

The Image / File Migration enables the City to retain the electronic documents / files that have been assembled over time in one or more legacy systems and/or processes. This legacy data is processed and mapped to fit within the JWorks DMS data structures.

Image / File Migration Overview:

CJS has identified that legacy Images / Files currently exists in the following systems:

- DAMION Discovery Module

The migration process will require City review of legacy Images / Files and will provide the opportunity for the City to perform image / file analysis and clean-up.

Migration Plan:

This Statement of Work includes a high-level overview of the proven strategy that CJS utilizes for Image / File migration into the JWorks database. CJS will expand on this as well as update specific plans for the conversion effort. Part of the planning effort will be to make final decisions as to what legacy images / files will be converted through an automated image / file migration effort. CJS will facilitate an image / file migration planning session with staff.

The migration methodology includes six (6) distinct steps:

- Migration Preparation
- Image / File Checking
- Sample Image / File Load
- Mock Implementation / Run
- Final Conversion Implementation / Run
- Stabilization

The activities of each of these migration steps are described briefly below.

CJS has included ½ **service day** for the migration plan assistance.

Migration Preparation:

CJS will provide preparation assistance to the City in relation to retention requirements, image reconciliation and image association to cases.

CJS has included ½ **service day** for the migration preparation assistance.

Image / File Checking:

Once the images / files have been loaded, the data is loaded into migration work tables for checking exercises.

CJS has included ½ **service day** for image / file checking.

Test Image / File Load:

CJS will perform one (1) Test Image / File Load iteration for a limited volume of cases.

CJS has included ½ **service day** to support test data load.

Mock Implementation / Run:

One (1) mock migration will be performed emulating the final implementation. CJS will extract the full image set from the legacy system, according to CJS specifications.

Once the mock migration is completed, the City will be required to review converted images / files and document corrections needed. As necessary corrections are found, they will be submitted to the CJS Project Manager and conversion team. Corrections may also be required for the source data. These corrections are the responsibility of the City.

CJS has included ½ **service day** to support the mock migration.

Final Implementation / Run:

A final migration will happen when all agreed upon images / files are migrated to the City's production environment.

City resources must be available to validate the images / files the day prior to go-live and formally approve them for go-live. The City will not utilize JWorks to support production business process until such time as the City has validated and approved the migration for go-live.

CJS has included ½ **service day** to support final migration.

Deliverables for Migration:

- Image / File Migration Plan
- Image / File Index
- Images / Files
- Issues Report
- Statistics Report

Document Template Migration Assistance (WBS 6)

Document configuration is available through JWorks and allows an Administrator to upload document templates (from Microsoft Word), configure data 'tokens' or placeholders for automatic merging with JWorks data, define whether a document is to be printed, emailed or both, and set other default values for automatic or manual document generation. JWorks allows the user to 'test generate' documents from the configuration page so changes can be made as necessary without opening multiple screens. The automated upload capabilities in the JWorks document administration screens will reduce the risk and overall level of effort required to migrate the document templates. The intent is to reuse the existing templates to the degree possible while leverage additional JWorks document features and functions.

Migration Preparation:

CJS will provide preparation assistance to the City in relation to document migration.

The migration should only include those documents actually used. The City should take this opportunity to clean-up and eliminate unused documents.

CJS will provide a preliminary document inventory for City review. The City will reconcile the document inventory to establish the final set of documents which require migration.

CJS has included ½ **service day** to provide migration preparation assistance.

Incremental Test Assistance:

The City will perform incremental tests on the uploaded documents utilizing the 'test generation' functionality. CJS will provide assistance to ensure the City has the necessary knowledge to successfully complete the testing.

CJS has included ½ **service day** to provide incremental test assistance.

Mock Document Template Migration Assistance:

One (1) mock template migration will be performed emulating the final migration. The mock migration will be performed per the project schedule. For the mock migration, CJS will utilize the full set of document templates.

CJS has included ½ **service day** to assist with the mock document template migration.

Final Document Template Migration Assistance:

A final migration will happen when all agreed upon document templates are migrated to the City's production environment. During the week of implementation, a conference call will take place to review the migration steps, determine the resources required, and solidify outstanding migration items. This will include reviewing all resource responsibility, acceptance documents and time estimates for the migration.

CJS has included ½ **service day** to assist with the final document template migration.

Report Migration Assistance (WBS 7)

Migration Preparation:

CJS will provide preparation assistance to the City in relation to report migration. The migration should only include those reports actually used. The City should take this opportunity to clean-up and eliminate unused reports.

The City will establish a report inventory (including samples) of their current reports which require migration.

CJS has included ½ **service day** to provide migration preparation assistance.

Incremental Test Assistance:

The City will perform incremental tests on the reports utilizing the JWorks Reports. CJS will provide assistance to ensure the City has the necessary knowledge to successfully complete the testing.

CJS has included ½ **service day** to provide incremental test assistance.

Mock Report Migration Assistance:

One (1) mock report migration will be performed emulating the final migration. The mock migration will be performed per the project schedule. For the mock migration, CJS will utilize the full set of reports.

CJS has included ½ **service days** to assist with the mock report migration.

Final Report Migration Assistance:

A final migration will happen when all agreed upon reports are migrated to the City's production environment. During the week of implementation, a conference call will take place to review the migration steps, determine the resources required, and solidify outstanding migration items. This will include reviewing all resource responsibility, acceptance documents and time estimates for the migration.

CJS has included ½ **service day** to assist with the final report migration.

Training / Documentation (WBS 8)

CJS Trainers will help provide guidance as to training strategy, provide training preparation, and deliver training to the City in use of the various applications provided. CJS will provide training to City staff for the following topic areas:

- JWorks System Administration Training
- JWorks End User Training
- JWorks Reports Training

The training program provided to the City will include CJS providing training to IT administrators, system administrators, staff users and attorney users prior to the JWorks system go-live.

CJS proposes an End User training approach. We have assumed training will need to be provided for up to the following number of users:

- 2 System Administrators / Technical Support Staff
- 12 End Users (General User, Supervisor/Manager)

Develop Training Documentation:

CJS will provide existing JWorks User Documentation for use in training sessions. As no custom development work is in scope for this project, this documentation will not be updated or amended to incorporate specific changes for City.

CJS will provide handouts specific to each class including sample exercise scenarios. CJS will work with City to configure the training environment prior to the start of training.

CJS has included **1 service days** to provide Training Documentation.

JWorks System Administration Training:

JWorks System administration training will prepare the City to provide day to day system administration of JWorks. This training will include the following content areas:

- User System Administration (security, roles, etc.)
- Workflow Setup / Administration
- Technical System Administration
- Systems Operations Activities

CJS will provide up to **3 service days** of JWorks Systems Administration Training for up to three (3) City System Administrators. Training facilities will be provided by City.

Deliver JWorks End User Training:

CJS provides a wide variety of classes in the use of all aspects of the JWorks application. Based on the project needs, CJS can also deliver custom variations to the classes listed below; however this has not been included in the estimates:

- JWorks Introduction / Dashboard
- Case Initiation
- Calendar / Scheduling I / II
- DCM I / II
- Forms Generation I / II
- Case Management (general)
- Reporting I / II
- Document Management
- Victim / Witness

- DMS / Discovery

CJS will provide up to **4 service days** of JWorks End User Training for up to 12 City end users for the implementation. Training facilities will be provided by the City.

JWorks Reports Training:

JWorks Reports training will prepare the City to create reports. This training will include the following content areas:

- Data Model
- Report Writer (report creation)

CJS will provide up to **½ service day** of JWorks Report Training for up to two (2) City report writers. Training will be provided remotely through a webinar.

Deliverables for Training:

- Training Strategy
- Training Documentation
- Provision of the standard JWorks System Administration classroom training class
- Provision of standard JWorks End User classroom training classes
- Provision of the standard JWorks Reports webinar training class

The City is responsible for all deliverables not specifically included above.

Go-Live Support (WBS 9)

When the City commences live operations using JWorks, CJS staff will be on-site to provide “go live” assistance for the City operation. This step is critical to success.

On-site go-live support will be provided for the go-live. During this time, CJS will provide refresher training and hands-on help to make sure the transition is as smooth as possible. This time includes verification of proper use of equipment and system performance, adherence to defined processes, and tracking and resolving system issues that arise.

Go-Live support will be provided on-site for the first week of system use. For the week of the go-live we will provide one CJS resource (**8 service days**) experienced with go-live support to ensure a smooth and successful go-live.

CJS resources will be available to assist with application related questions or issues that may arise during the initial use. Supplement support will be provided by the CJS Help Desk.

During the post-implementation period, CJS will provide support during normal working hours. When possible and agreed, CJS will provide support to multiple shifts on a given day (e.g., by covering the last four (4) hours of one shift and the first four (4) hours of a second shift).

Deliverable for Go-Live Support:

- Go-Live support per the project plan

Preliminary Project Schedule

CJS has included a preliminary proposed schedule for the implementation of JWorks. CJS will work with the City to finalize this schedule as part of the project planning activities.

CJS has included a complete preliminary project plan in Appendix A.

Project Assumptions

The following additional assumptions apply to this Statement of Work:

1. The proposal and this SOW is valid through **December 1, 2015**.
2. Professional Services quoted are time and materials based on the scope provided. Actual effort and costs may be greater than those quoted if there is increase in scope.
3. CJS' consulting estimates do not include installation and/or configuration of any computer hardware and peripheral equipment. The City will be responsible for installing and configuring computer hardware and peripheral equipment such as printers and bar code equipment (if applicable).
4. City will purchase all hardware and software necessary for implementation.
5. City will have all of the necessary and appropriate personnel at all of the meetings for the purpose of defining the requirements of the system.
6. City will appoint a single point of contact for the duration of the project. This person should have project management responsibilities and decision-making authority. This person will be the focal point of contact for CJS' project manager.
7. City will make appropriate technical resources available to CJS staff.
8. City will implement this solution using a single production database.
9. This proposal includes only the interfaces stated in this Statement of Work between the CJS application and other systems. CJS will provide estimates for other interfaces as may be required on an as-needed basis.
10. This Statement of Work does not include any costs associated with 3rd party vendors or software that may be needed to complete the implementation, other than those specifically described.
11. City commits to training appropriate functional and technical resources as required.
12. City is responsible for all manual data entry.
13. City remains responsible for all integration effort not described in this Statement of Work.
14. The project schedule may be contingent upon the timely attainment of external milestones that are outside the control of CJS. Examples include but are not limited to the actions of third party vendors, acquisition of the requisite software licenses and hardware and the approval of requisite capital appropriation requests as required.
15. Circumstances may necessitate changes to the tasks and/or time estimates, at which time CJS and City will discuss these changes in good faith at their earliest opportunity.
16. If project is cancelled prior to completion, all effort costs expended through the date of cancellation will be due and payable.

Project Management and Risk Factors

17. The City project manager will be responsible for obtaining any required authorizations, approvals and/or signoffs by City related to project deliverables and project progression in a timeframe in alignment with the project work plan. Delays to this process as well as any City tasks not completed within the work plan timeframe will be subject to the Change Order Management process, delayed deadlines, and increased services fees.

18. This Statement of Work does not include the expenses associated with City or City resources assigned to the project.
19. The project schedule is contingent upon the timely attainment of several external milestones that are outside the control of CJS. Examples include but are not limited to the acquisition of the requisite software licenses and hardware and the approval of requisite capital appropriation requests as required.
20. Circumstances may necessitate changes to the tasks and/or time estimates, at which time CJS and City will discuss these changes in good faith at their earliest opportunity.

Infrastructure

21. System, server(s), and workstation backups are the responsibility of City. This includes the development and execution of the system backups and recovery programs.
22. City personnel assume the responsibility for applying software patches.
23. Acquisition, installation, testing, support, and tuning of any additional required application software, hardware, RDBMS, other software, peripherals and communications infrastructure will be the responsibility of City.
24. City will be responsible for deploying access to the CJS system and for providing all supporting software, hardware, and connectivity for the servers.
25. The following services are not included in this Statement of Work: network connections; telecommunications network(s); operating system, network and database administration; disaster recovery planning; the acquisition, installation, testing and tuning of any required hardware, operating software, peripherals and communications infrastructure.

City Resources

26. All key City project team resources will be committed to the project as of the project start date.
27. City will provide the following resources to ensure a successful implementation of the products.
 - Project Manager - A Project Manager will be assigned with appropriate decision-making authority.
 - Subject Matter Experts - These resources will be considered part of the core project team and will participate in tasks including Project Team training. Often these experts consist of Functional Leads in their respective areas of expertise, as well as other supporting personnel from the various departments. The resources designated for these roles should have a good working knowledge of how City processes are performed and understand the reasons for the current processes.
 - Technical Experts – A team of Technical Experts will be involved in the technical duties that come with a CJS implementation. Examples include a Technical Lead for system administration, database administration, web administration, printer administration, software patches, etc.

Appendix A – Preliminary Project Plan

Agreement No.:

SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is entered into as of the ____ day of _____, 2015 ("Effective Date") by and between CourtView Justice Solutions Inc., a Delaware corporation, with offices at 4825 Higbee Ave NW, Canton, OH 44718 ("CJS"), and City of Everett, with offices at 2930 Wetmore Avenue Everett, WA 98201 ("CUSTOMER"), and describes the terms and conditions pursuant to which CJS shall license to CUSTOMER certain CJS Software (as defined below).

ARTICLE I - DEFINITIONS

- A. "Confidential Information" means this Agreement and all its schedules, any amendment hereto signed by both parties, all software listings, Documentation, information, data, drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the CJS Software, source code relating to the CJS Software, and any other proprietary information supplied to CUSTOMER by CJS, including all items defined as "confidential information" in any other agreement between CUSTOMER and CJS whether executed prior to or after the date of this Agreement.
- B. "Documentation" means any instructions manuals or other materials, and on-line support files regarding the Use of the CJS Software that is provided by CJS.
- C. "CJS Software" means the computer software programs specified in Schedule 1 and licensed by CJS hereunder.
- D. "Site" means the physical location of one or more CPUs at which CUSTOMER is entitled to Use the CJS Software.
- E. "Software" means CJS Software and Third Party Software provided by CJS.
- F. "Software Maintenance", if purchased by CUSTOMER, means the services described in the separate Maintenance Agreement.
- G. "Third Party Software" means software licensed by a third party, other than CJS, and is provided by CJS subject to such the license of such third party.
- H. "Update" means error corrections or fixes to the version of the CJS Software specified in Schedule 1.
- I. "Use" means utilization of the Software by CUSTOMER for its own internal information processing services and computing needs.

ARTICLE II - GRANT OF LICENSE

- A. Upon receipt by CJS of the License Fee agreed to by the parties and subject to the terms and conditions of this Agreement, CJS hereby grants to CUSTOMER a non-exclusive, perpetual, limited, non-transferable license for the number of users specified in Schedule 1 ("Users") to: (1) Use the CJS Software in the CUSTOMER's database servers and application servers designated in Article XI (the database servers and application servers shall be referred to as the "Enterprise"), and (2) use the Documentation in connection with Use of the CJS Software. The CUSTOMER may copy, in whole or in part, any printed material relative to the CJS Software that may be provided by CJS under this Agreement solely for its internal purposes in connection with its use of the CJS Software. Additional copies provided by CJS will be billed to CUSTOMER at CJS' standard rates. CUSTOMER may replace any component of the Enterprise by giving CJS prior written notice of the new servers. Except as provided above, use of CJS Software in excess of limits defined in Schedule 1 or other than on the Enterprise requires additional fees. CUSTOMER's license is to use the CJS Software in its own business. CUSTOMER has no right to use the CJS Software in processing work for third parties.
- B. The CUSTOMER agrees to keep the original and any copies of that CJS Software at the same location as the CUSTOMER's designated servers, except that a machine-readable copy of the CJS Software may be kept at another facility for archive or emergency restart purposes only. However, if any part of the Enterprise becomes temporarily inoperative the license may be extended to backup servers until such time as the Enterprise becomes operative again at which time all CJS Software will be deleted from the backup servers and returned to the Enterprise.
- C. CJS shall issue to CUSTOMER, as soon as practicable after the Effective Date, the number of machine-readable copy or copies of the CJS Software set forth in Schedule 1 for Use at the Sites only, along with the accompanying Documentation.
- D. CUSTOMER shall have the right to use only one copy or image of the CJS Software for production purposes to manage up to the number of Users identified in the Product Schedule (Schedule 1) and shall not copy or use the CJS Software for any other purpose except: (i) for archival purposes, (ii) in connection with a disaster recovery program, and (iii) for the purpose of testing the operation of the CJS Software and/or training on the CJS Software, provided such copies shall not be used in a live production environment. CUSTOMER may not otherwise copy the CJS Software, except as permitted by this Agreement. All copies of the CJS Software will be subject to all terms and conditions of this Agreement. Whenever CUSTOMER is permitted to copy or reproduce all or any part of the CJS Software, all titles, trademark symbols, copyright symbols and legends, and other proprietary markings must be reproduced.
- E. CUSTOMER may increase the number of authorized Users by modification of this Agreement and paying in full the applicable fees. Upon signing the modification and paying in full the applicable fees, CJS shall have the right to monitor the revised number of Users as set forth in that modification.

- F. All of CUSTOMER's records with regard to the Software Use shall be made available to CJS at all reasonable times at CJS' request, and CUSTOMER shall certify to the truth and accuracy thereof.
- G. If any Third Party Software is provided to CUSTOMER pursuant to this Agreement, such license shall be in accordance with terms of that Third Party Software license, or such additional terms as set forth in Schedule 1.

ARTICLE III – ADDITIONAL SOFTWARE

In the event the CUSTOMER decides to acquire CJS Software in addition to that indicated in Schedule 1 of this Agreement as of the Effective Date (the "Additional Software"), the parties shall modify this Agreement to include the Additional Software on Schedule 1 and associated license fee(s) and make any other changes necessary for coverage of the Additional Software hereunder. The terms and conditions of this Software License Agreement shall apply to the Additional Software upon execution of such modification.

ARTICLE IV - LICENSE RESTRICTIONS

CUSTOMER agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party:

- A. Sell, lease, license or sublicense the CJS Software or the Documentation, except as authorized by CJS,
- B. Decompile, disassemble, or reverse engineer the CJS Software, in whole or in part,
- C. Allow access to the CJS Software by any User other than CUSTOMER's employees for CUSTOMER's internal purposes, except as authorized by CJS,
- D. Write or develop any derivative software of any other software program based upon the CJS Software or any Confidential Information,
- E. Use the CJS Software to provide processing services to third parties, or otherwise use the CJS Software on a 'service bureau' basis,
- F. Provide, disclose, divulge or make available to, or permit use of the CJS Software by any third party without CJS's prior written consent, or
- G. Modify the CJS Software.

ARTICLE V - FEES AND PAYMENTS

- A. In consideration of the license granted pursuant to Article II, CUSTOMER agrees to pay CJS the fees specified in Schedule 1. All license fees are due and payable in full upon the Effective Date.
- B. CUSTOMER shall reimburse CJS for all taxes and charges assessed or imposed with respect to amounts payable hereunder, including, without limitation, state and local,

occupation, sales, VAT, GST, use or excise taxes paid or payable by CJS, exclusive, however, of taxes imposed on CJS' net income by the United States or any political subdivision thereof.

- C. CJS reserves the right to apply a late payment charge of 1.5% per month to amounts outstanding more than thirty (30) days after the due date of the invoice.

ARTICLE VI - NON-DISCLOSURE

- A. CUSTOMER acknowledges that the Confidential Information constitutes valuable trade secrets and CUSTOMER agrees that it shall use Confidential Information solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without CJS's prior written consent. CUSTOMER agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. However, CUSTOMER bears no responsibility for safeguarding information that is publicly available, already in CUSTOMER's possession and not subject to a confidentiality obligation, obtained by CUSTOMER from third parties without restrictions on disclosure, independently developed by CUSTOMER without reference to Confidential Information, or required to be disclosed by order of a court or other governmental entity.
- B. CJS acknowledges that, in the course of its performance of this Agreement, it may become privy to certain information that CUSTOMER deems proprietary and confidential. CJS agrees to treat all such information that is identified as proprietary and confidential in a confidential manner and will not disclose or permit to be disclosed the same, directly or indirectly, to any third party without CUSTOMER's prior written consent. However, CJS bears no responsibility for safeguarding information that is publicly available, already in CJS's possession and not subject to a confidentiality obligation, obtained by CJS from third parties without restrictions on disclosure, independently developed by CJS without reference to such information, or required to be disclosed by order of a court or other governmental entity.
- C. In the event of actual or threatened breach of the provisions of A and B above, the parties acknowledge that the non-breaching party may have no adequate remedy at law and will be entitled to seek immediate injunctive and other equitable relief.
- D. The parties acknowledge that this Agreement is subject to the Washington Public Records Act ("Act"). The Addendum attached is hereby incorporated through reference.

ARTICLE VII – LIMITED WARRANTY AND LIMITATION OF LIABILITY

- A. Limited Warranty. CJS warrants for a period of ninety (90) days following the date of delivery of the CJS Software to CUSTOMER that the CJS Software will substantially operate according to the specifications set forth in the Documentation. If it is determined by CUSTOMER that the CJS Software does not substantially operate according to such specifications, CJS may, at its option and expense, apply commercially reasonable efforts to designing, coding and implementing programming changes to the source code to correct reproducible errors or correcting misstatements and omissions in the User's Guide and code documentation. Licensee shall report all errors or other defects in the CJS Software to CJS immediately upon their discovery. It is acknowledged that the CJS Software is inherently

complex and may contain errors and CJS cannot and does not guarantee to correct all such errors. The remedies set forth in this Article VII, paragraph A constitutes CUSTOMER's sole and exclusive remedy for breach of this Warranty. CJS does not warrant Third Party Software. CJS will transfer any warranty provided by the licensor of the Third Party Software to CUSTOMER.

- B. NO OTHER WARRANTIES. CJS MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT, INCLUDING MAINTENANCE AND SUPPORT. CJS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE USE OF ANY OF THE FOREGOING.**
- C. LIMITATION ON LIABILITY. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT, IN NO EVENT WILL CJS BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE CJS SOFTWARE OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF CJS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, CJS WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE SOFTWARE OR SAID SERVICES. CJS'S LIABILITY UNDER THIS AGREEMENT FOR DAMAGES WILL NOT, IN ANY EVENT, EXCEED THE LICENSE FEE PAID BY CUSTOMER TO CJS UNDER THIS AGREEMENT.**

THE PROVISIONS OF THIS ARTICLE VII ALLOCATE RISKS UNDER THIS AGREEMENT BETWEEN CUSTOMER AND CJS. CJS'S PRICING REFLECTS THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY.

NO ACTION ARISING OUT OF ANY BREACH OR CLAIMED BREACH OF THIS AGREEMENT OR TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN SIX (6) MONTHS AFTER THE CAUSE OF ACTION HAS ACCRUED. FOR PURPOSES OF THIS AGREEMENT, A CAUSE OF ACTION WILL BE DEEMED TO HAVE ACCRUED WHEN A PARTY KNEW OR REASONABLY SHOULD HAVE KNOWN OF THE BREACH OR CLAIMED BREACH.

NO EMPLOYEE, AGENT, REPRESENTATIVE OR AFFILIATE OF CJS HAS AUTHORITY TO BIND CJS TO ANY ORAL REPRESENTATIONS OR WARRANTY CONCERNING THE CJS SOFTWARE. ANY WRITTEN REPRESENTATION OR WARRANTY NOT EXPRESSLY CONTAINED IN THIS AGREEMENT WILL NOT BE ENFORCEABLE.

ARTICLE VIII – INDEMNIFICATION FOR INFRINGEMENT

- A. CJS shall, at its expense, defend or settle any claim, action or allegation brought against CUSTOMER that the CJS Software infringes any copyright, trade secret or other similar proprietary right of any third party and shall pay any final judgments awarded or settlements entered into, provided that CUSTOMER gives prompt written notice to CJS of any such claim, action or allegation of infringement and gives CJS the authority to proceed as contemplated herein. CJS will have the exclusive right to defend any such claim, action, or allegation and make settlements thereof at its own discretion, and CUSTOMER may not settle or compromise such claim, action or allegation, except with prior written consent of CJS. CUSTOMER shall give such assistance and information as CJS may reasonably require to settle or oppose such claims. In the event any such infringement, claim, action, or allegation is brought or threatened, CJS may, at its sole option and expense:
1. Procure for CUSTOMER the right to continue Use of the CJS Software or infringing part thereof, or
 2. Modify or amend the CJS Software or infringing part thereof or replace the CJS Software or infringing part thereof with other software having substantially the same or better capabilities; or, if neither of the foregoing is commercially practicable,
 3. Terminate this Agreement and repay to CUSTOMER the License Fee. CJS and CUSTOMER will then be released from any further obligation to the other under this Agreement, except for the obligations of indemnification provided for above and such other obligations that survive termination.
- B. The foregoing obligations shall not apply to the extent the infringement arises as a result of modifications to the CJS Software made by any party other than CJS or CJS's authorized representative or CUSTOMER's unauthorized use or combination of the CJS Software with software or data not supplied by CJS as part of the CJS Software.
- C. The foregoing states the entire liability of CJS with respect to infringement of any copyright, trade secret or other proprietary right.

ARTICLE IX – TERMINATION

- A. This Agreement may be terminated by CUSTOMER upon thirty (30) days' prior written notice to CJS, with or without cause, provided that no such termination will entitle CUSTOMER to a refund of any portion of the License Fee.
- B. CJS may, by written notice to CUSTOMER, terminate this Agreement and the License granted under Section 2.1 if any of the following events ("Termination Events") occur:
1. CUSTOMER fails to pay any amount due CJS within thirty (30) days after CJS gives CUSTOMER written notice of such nonpayment, or
 2. CUSTOMER is in material breach of any nonmonetary term, condition or provision of this Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after CJS gives CUSTOMER written notice of such breach, or

3. CUSTOMER (i) terminates or suspends its business, (ii) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.
 4. If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. Termination of this Agreement will not affect the provisions regarding CUSTOMER's or CJS's treatment of Confidential Information, provisions relating to the payment of amounts due, or provisions limiting or disclaiming CJS's liability, which provisions will survive termination of this Agreement.
- C. Within thirty (30) days after the date of termination or discontinuance of this Agreement for any reason whatsoever, CUSTOMER shall return the CJS Software and all copies, in whole or in part, all Documentation relating thereto, and any other Confidential Information in its possession that is in tangible form. CUSTOMER shall furnish CJS with a certificate signed by an executive officer of CUSTOMER verifying that the same has been done.

ARTICLE X - ASSIGNMENT

Neither this Agreement nor any rights or obligations hereunder may be assigned or otherwise transferred by either party, in whole or in part, whether voluntary or by operation of law, except by way of sale of assets, merger or consolidation, without the prior written consent of the other party, such consent will not be unreasonably withheld, and any attempted assignment without such consent shall be void. No assignment of this Agreement shall be valid until and unless consented to in writing by the non-assigning party and assumed by the assignee in writing. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assignees.

ARTICLE XI – CUSTOMER'S ENTERPRISE

CUSTOMER's application server(s) and database server(s) are as follows:

| <u>Server(s)</u> | <u>Location(s)</u> |
|--|---------------------------|
| Application Server(s): Up to two Environments | Customer Premise |
| Database Server(s): Up to two Environments | Customer Premise |

ARTICLE XII - ENTIRE AGREEMENT

This Agreement and any schedules, exhibits or addendums attached thereto contain the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous proposals, discussions, agreements, CUSTOMER issued purchase order, or document of like intent or purpose, understandings, commitments, representations of any kind, whether oral or written, relating to the subject matter hereof, except as provided in Article I, paragraph B with respect to the definition of "Confidential

Information.” It is expressly agreed that if CUSTOMER issues a purchase order or other document for the products provided under this Agreement, no terms, conditions or provisions contained therein shall have any effect on the rights, duties or obligations of the parties under, or in any way modify, this Agreement, regardless of any failure by CJS to object to such terms, conditions or provisions. This Agreement sets forth the sole and entire understanding between CJS and CUSTOMER with respect to the subject matter. No amendments to this Agreement, either at the execution or subsequently, shall be binding on CJS or CUSTOMER unless agreed to in writing by both parties.

ARTICLE XIII – SCHEDULE(S)

The following Schedule(s) are hereby incorporated into the Agreement:

Schedule 1 (Software License(s) and Fee(s));

ARTICLE XIV – GENERAL TERMS

All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.

- A. CUSTOMER may not export or re-export the Software without the prior written consent of CJS and without the appropriate United States and foreign government licenses.
- B. Any waiver of the provisions of this Agreement or of a party’s rights or remedies under this Agreement must be in writing to be effective. Delay or failure by either party to exercise any right hereunder, or to enforce any provision of this Agreement will not be considered a waiver thereof and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party’s right to take subsequent action. No single waiver will constitute a continuing or subsequent waiver, nor shall a waiver of any one provision of the Agreement be deemed to be a waiver of any other provision.
- C. If any term, condition or provision in this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, the parties shall work in good faith to agree such modification that will to the maximum extent possible preserve the original intention of said term, condition or provision. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.
- D. This Agreement shall be governed by the laws of the State of Delaware, without regard to its laws relating to conflict or choice of laws.
- E. Any communication or notice permitted under the terms of this Agreement or required by law must be in writing, and will be deemed given and effective: (i) when delivered personally with proof of receipt, (ii) when sent by e-mail, (iii) when delivered by overnight express, or (iv) three (3) days after the postmark date when mailed by certified or registered mail, postage prepaid, return receipt requested and addressed to a party at its address for notices. Each party's address for notices is stated below. Such address may be

changed by a notice delivered to the other party in accordance with the provisions of this Section.

Customer

City of Everett
IT Director
2930 Wetmore Avenue, Suite 6A
Everett, WA 98201
Tel. No.

CourtView Justice Solutions Inc.

Jeffrey Harmon
General Manager
4825 Higbee Ave NW
Canton, OH 44718
Tel. No. (330) 470-4280

Copy to:

ITNotices@everettwa.gov

Copy to:

CourtView Justice Solutions Inc.
Director of Contracts
4825 Higbee Ave NW
Canton, OH 44718

- F. The parties will seek a fair and prompt negotiated resolution within ten (10) days of the initial notice of the dispute ("Dispute"). If the Dispute has not been resolved after such time, the parties will escalate the issue to more senior levels. If the parties are unable to resolve any dispute at the senior management level, then any controversy, claim, or Dispute arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Before commencing any such arbitration, the parties agree to enter into negotiations to resolve the Dispute. If the parties are unable to resolve the Dispute by good faith negotiation, either party may refer the matter to arbitration. The arbitrator(s) shall be bound to follow the provisions of this Agreement in resolving the Dispute, and may not award any damages excluded by this Agreement. The decision of the arbitrator(s) shall be final and binding on the parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief ordered by the arbitrator(s). Such fees and costs will include those incurred in connection with the enforcement of any resulting judgment or order, and any post judgment order will provide for the right to receive such attorneys' fees and costs. Any request for arbitration of a claim by either party against the other relating to this Agreement must be filed no later than six (6) months after the date on which CJS concludes performance under this Agreement.

Nothing herein shall prevent either party from seeking a preliminary or permanent injunction to preserve the status quo or prevent irreparable harm during the arbitration process.

- G. Neither party will incur any liability to the other party on account of any loss or damage resulting from any failure to perform or any delay in performing any of its obligations hereunder if such failure or delay is due, in whole or in part, to events, circumstances or causes beyond its reasonable control and without its fault (Force Majeure), including without limitation, any natural catastrophe, fire, war, riot, strike, or any general shortage or unavailability of materials, components or transportation facilities, or any governmental action or inaction, but the failure to meet financial obligations is expressly

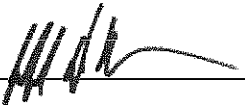
excluded. Upon the occurrence of such event of Force Majeure, the affected party will immediately give notice to the other party with relevant details, and will keep the other party informed of related developments.

- H. CUSTOMER acknowledges that CJS may desire to use its name in press releases, product brochures and financial reports indicating that CUSTOMER is a customer of CJS, and CUSTOMER agrees that CJS may use its name in such a manner, subject to CUSTOMER's consent, which consent shall not be unreasonably withheld.
- I. This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have entered into this Agreement as of the Effective Date.

COURTVIEW JUSTICE SOLUTIONS INC

CUSTOMER

By:  _____

Title: General Manager

Date: April 10, 2016

By: _____

Title: _____

Date: _____

SCHEDULE 1 – SOFTWARE LICENSE(S) AND FEE(S)

| Item | Users | Unit Price | Net Price |
|--|-------|------------|----------------|
| <u>SOFTWARE</u> | | | |
| New Modules/Software | | | |
| JWorks Enhancement Module, Named Users | 12 | \$900 | \$10,800 |
| JWorks Discovery Module | N/A | | \$7,560 |
| Software Subtotal | | | \$18,360 |
| Discount | | | 60% \$11,016 |
| Software Total | | | \$7,344 |

ADDENDUM

(WASHINGTON STATE TRANSPARENCY LAWS)

The City of Everett ("City") and CourtView Justice Solutions Inc. ("Vendor") are parties to an agreement entitled "Software License Agreement" (the "Agreement"). The parties agree that the provisions of this addendum control all provisions of the Agreement:

- A. Scope. Regardless of anything to the contrary in the Agreement, all provisions in the Agreement that require the City to not disclose information or otherwise preserve confidentiality are strictly limited to the following:

database structure
source code
report design, content, and layout
screen design, content, and layout
business processes within the application
business rules within the application
interface designs and business logic
software documentation
(the "Confidential Records").

If the Parties desire anything additional be Confidential Records, then a new addendum shall be executed by the parties. The City has no non-disclosure or confidentiality obligations with respect to anything that is not a Confidential Record as defined by this addendum.

- B. Washington Public Records Act. Vendor acknowledges that the City is subject to the Washington Public Records Act, chapter 42.56 RCW and other Washington statutes related to open government (collectively, the "Act"). If the City receives a records request under the Act that requests any Confidential Records, then the City shall give reasonable written notice to Vendor. The City has no obligation to provide such notice for anything that is not Confidential Records. If Vendor desires that the Confidential Records not be disclosed, Vendor shall commence an action in Snohomish County Superior Court before the disclosure date. **Notwithstanding anything to the contrary in the Agreement, the City has no liability whatsoever to Vendor the disclosure of any record when that disclosure is consistent with the Act or with an order applying the Act entered by the Snohomish County Superior Court or a Washington appellate court.**

C. Venue. The exclusive venue for any dispute regarding the subject matter of this addendum is Snohomish County Superior Court.

CITY:

RAY STEPHANSON, MAYOR

VENDOR:



By: Jeffrey D. Harmon

Title: General Manager

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

SOFTWARE MAINTENANCE AGREEMENT

This Software Maintenance Agreement ("Agreement") is entered into as of the ____ day of _____, 2015 ("Effective Date") by and between CourtView Justice Solutions Inc., (CJS) with offices at 4825 Higbee Avenue NW, Suite 101, Canton, Ohio 44718 ("CJS"), and City of Everett, with offices at 2930 Wetmore Avenue Everett, WA 98201, ("Customer"), and describes the terms and conditions pursuant to which CJS shall provide software maintenance services to Customer for certain Software (as defined below). Intending to be legally bound, the parties hereby mutually agree to the following terms and conditions:

A. BACKGROUND

1. CJS and Customer are parties to a Software License Agreement pursuant to which Customer has licensed certain software products ("Software") from CJS. "Software" expressly excludes software licensed by a third party.
2. The Software paid-up license fee includes a warranty without charge as set forth in the Software License Agreement. In addition, support and maintenance ("Maintenance") for the Software is available. Maintenance includes bug fixes and telephone support and may include, if they are made available by CJS, software updates and enhancements.
3. The purpose of this Agreement is to set forth the terms and conditions upon which the parties have agreed Maintenance will be provided to the Customer for the Software, and to which the Customer, at its option, may subscribe annually to Maintenance from CJS. Except as expressly provided in this Agreement, CJS does not provide Maintenance for third party software that is licensed by a party other than CJS.

B. TERMS AND CONDITIONS

1. Term

Maintenance shall commence on May 1, 2016, and shall have an initial term of twelve (12) months ("Initial Term"). The term shall automatically renew each year thereafter on the anniversary of the Effective Date for an additional twelve (12) month period ("Subsequent Term") unless terminated as set forth below.

2. Scope of Maintenance Services

CJS will provide the Maintenance as described in Schedule 2. Pursuant to this Agreement, Customer may request additional services beyond Maintenance at CJS then current time and materials rates. CJS will provide tier one support for third party software purchased from CJS; tier two support, tier three support, revisions, and upgrades may be provided by the manufacturer of such third party software.

All software development, design, documentation, and programs necessary to operate and maintain the systems described herein that were produced by CJS shall remain the proprietary property of CJS. Restriction of this proprietary property does not limit the Customer from making such copies of programs, documentation, and software-related materials for internal use. Subject to the attached addendum, disclosure of such materials to third parties or other contractors is strictly forbidden without the express written consent of CJS.

3. Customer Responsibility for Environment

To operate the supported software, CJS will provide Customer with a definition of minimum requirements for the Customer's environment, infrastructure and related applications, which include, but are not limited to, Customer's operating system, database tools, and other support tools. CJS will provide Customer with at least ninety (90) days written notice of changes to those minimum requirements. Customer must meet those minimum requirements or CJS may decline to provide Maintenance. CJS has no obligations to upgrade the supported software because of Customer's changes to its environment, infrastructure and related applications, including, but are not limited to, Customer's operating system, database tools and other supported tools, that are not in compliance with the CJS provided requirements for the Customer's environment. For Microsoft software components, minimum Microsoft software requirements for supported software will be within the Microsoft Mainstream Support End Date as defined in the Microsoft Support Lifecycle policy.

4. Software Maintenance Fee – Paid Up License

In consideration of the Maintenance services to be provided for the initial term, Customer shall pay to CJS the Maintenance Fee in Schedule 1. For each Subsequent Term, CJS reserves the right to change the annual Maintenance fee by providing Customer written notice of the increase at least forty-five (45) days prior to start date for any Subsequent Term.

5. Additional Software – Paid Up License

In the event the Customer requires maintenance for additional Software (the "Additional Software"), the parties may mutually agree to modify this Agreement to include the Additional Software on Schedule 1 and make any other changes necessary for coverage of the Additional Software hereunder. The Software Maintenance Fee due under this Agreement shall also be modified to include a prorated amount of the annual maintenance fee for the Additional Software covering the term remaining under then current term of this Agreement. The Maintenance Fee for this initial period of coverage shall be in an amount equal to twenty two percent (22%) of the non-discounted license fee paid for the Additional Software. For the first Subsequent Term, the amount due for the Additional Software shall be of the full value of the 22% of the non-discounted cost of the license fee. Thereafter, any change in the amount of annual Maintenance Fee due shall be provided as set out in this Agreement

6. Other Fees and Expenses

If onsite maintenance is required, Customer will pay reasonable travel and living expenses of CJS' employees or agents, which shall be billed and paid as the expenses are incurred. Onsite labor shall be provided on an hourly rate basis at the then current rates. Travel and living expenses shall be incurred in accordance with CJS' standard travel policy.

7. Payment Terms

- a. Payment for Maintenance for initial and subsequent terms is due and payable within thirty (30) days of the date of each billing. Upon thirty days written notice to Customer of the intent to suspend Maintenance, CJS may, at its sole election and without prejudice to other remedies herein, suspend support under this agreement if Customer fails to pay invoice by the ninety day after the invoice date. Restatement of Maintenance under this agreement requires all overdue payments to be paid in full.

- b. CJS reserves the right to apply a late payment charge of 1.5% per month to amounts outstanding more than thirty (30) days after the payment due date.

8. Default and Termination

- a. The Customer shall have the right to terminate Maintenance upon delivery of written notice at least thirty (30) days prior to start date of any Subsequent Term.
- b. Either party may terminate this Agreement if: (i) the other party fails to perform a material obligation of this Agreement, and if such failure remains uncured 30 days after receipt of written notice from the non-breaching party specifying the failure; or (ii) a party ceases to conduct business, becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation or insolvency which is not dismissed within 90 days or makes an assignment for the benefit of creditors. In addition, CJS may terminate this Agreement effective upon thirty (30) days written notice to Customer if Customer fails to make any payment in full as and when due hereunder and does not cure within that thirty (30) days.
- c. In the event that Maintenance is terminated by CJS, CJS shall have no continuing obligations to the Customer of any nature whatsoever with respect to Maintenance. Furthermore, termination by CJS pursuant to the provisions hereof shall be without prejudice to any right or recourse available to CJS, and without prejudice to CJS' right to collect any amounts, which remain due to it hereunder.

9. Limited Warranties

- a. Software. CJS warrants for a period of ninety (90) days following the date of delivery of any software under this agreement that it will substantially operate according to the documentation and product literature provided by CJS. If it is determined by Customer that the software does not substantially operate according to such documentation provided by CJS, CJS may, at its option and expense, apply commercially reasonable efforts to designing, coding and implementing programming changes to the source code to correct reproducible errors or correcting misstatements and omissions in the User's Guide and code documentation. Customer shall report all errors or other defects in the software to CJS immediately upon their discovery. It is acknowledged that the Software is inherently complex and may contain errors and CJS cannot and does not guarantee to correct all such errors. The remedies set forth in this section constitutes Customer's sole and exclusive remedy for breach of this Warranty. CJS does not warrant Third Party Software. CJS will transfer any warranty provided by the licensor of the Third Party Software to Customer. Third Party Software is software that is not proprietary to CJS.
- b. Services. CJS warrants that the Services provided under this Agreement shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services. In the event of any breach of the foregoing warranty, provided Customer has delivered to CJS timely notice of such breach as hereinafter required, CJS shall, at its own expense, in its discretion either (1) re-perform the non-conforming Services and correct the non-conforming Deliverables to conform to this standard; or (2) refund to Customer that portion of the Price received by CJS attributable to the non-conforming Services and/or Deliverables. No warranty claim shall be effective unless Customer has delivered to CJS written notice specifying in detail the non-conformities within 90 days after performance of the non-conforming Services or tender of the non-conforming Deliverables. The remedy set forth in this section is the sole and exclusive remedy for breach of the foregoing warranty.

- c. **NO OTHER WARRANTIES. CJS MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT, INCLUDING MAINTENANCE AND SUPPORT. CJS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE USE OF ANY OF THE FOREGOING.**

10. Limitation of Liability

- a. Customer hereby agrees that CJS' total liability to Customer for any and all liabilities, claims or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not, in the aggregate, exceed fees paid to CJS hereunder during the previous 12-month period. The parties acknowledge and agree to the foregoing liability risk allocation. Any claim by Customer against CJS relating to this Agreement must be made in writing and presented to CJS within six (6) months after the date on which this Agreement expires or is otherwise terminated.
- b. In no event shall either party be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages or loss and notwithstanding any failure of essential purpose of any limited remedy.

11. General Terms

- a. Neither party may sell, assign, transfer, or otherwise convey any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party except in the event of sale of assets, merger or consolidation. Notwithstanding the foregoing, CJS may without violation of this paragraph engage the services of independent contractors to assist in the performance of its duties hereunder.
- b. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.
- c. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Delay or failure by either party to exercise any right hereunder, or to enforce any provision of this Agreement will not be considered a waiver thereof and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action.. No single waiver will constitute a continuing or subsequent waiver, nor shall a waiver of any one provision of the Agreement be deemed to be a waiver of any other provision.
- d. If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner. If any term, condition or provision in this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, the parties shall work in good faith to agree such modification that will to the maximum extent possible preserve the original intention of said term, condition or provision. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be

severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

- e. This Agreement shall be governed by the laws of the State of Delaware, without regard to its laws relating to conflict or choice of laws. Subject to paragraph g below, the parties agree that the sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and U.S. Federal courts in the State of Delaware. Both parties consent to the jurisdiction of such courts and waive any objections regarding venue in such courts.
- f. Any communication or notice permitted under the terms of this Agreement or required by law must be in writing, and will be deemed given and effective: (i) when delivered personally with proof of receipt; (ii) when sent by e-mail; (iii) when delivered by overnight express; or (iv) three (3) days after the postmark date when mailed by certified or registered mail, postage prepaid, return receipt requested and addressed to a party at its address for notices. Each party's address for notices is stated below. Such address may be changed by a notice delivered to the other party in accordance with the provisions of this Section.

Customer

City of Everett
IT Director
2930 Wetmore Avenue, Suite 6A
Everett, WA 98201

Tel No.

CourtView Justice Solutions, Inc

Jeffrey Harmon
General Manager
4825 Higbee Avenue NW
Suite 101
Canton, Ohio 44718
Tel. No. 330.470.4280
Fax No. 330.494.2483

Copy to:

ITNotices@everettwa.gov

Copy to:

CourtView Justice Solutions Inc.
Attn: Director of Contracts
4825 Higbee Avenue NW
Suite 101
Canton, Ohio 44718

- g. The parties will seek a fair and prompt negotiated resolution within ten (10) days of the initial notice of the dispute ("Dispute"). If the Dispute has not been resolved after such time, the parties will escalate the issue to more senior levels. If the parties are unable to resolve any dispute at the senior management level, then any controversy, claim or Dispute arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Before commencing any such arbitration, the parties agree to enter into negotiations to resolve the Dispute. If the parties are unable to resolve the Dispute by good faith negotiation, either party may refer the matter to arbitration. The arbitrator(s) shall be bound to follow the provisions of this Agreement in resolving the Dispute, and may not award any damages excluded by this Agreement. The decision of the arbitrator(s) shall be final and binding on the parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief ordered by the arbitrator(s). Such fees and costs will include those incurred in connection with the enforcement of any resulting judgment or order, and any post judgment order will provide for the right to receive such attorneys' fees and

costs. Any request for arbitration of a claim by either party against the other relating to this Agreement must be filed no later than six (6) months after the date on which CJS concludes performance under this Agreement.

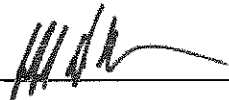
Nothing herein shall prevent either party from seeking a preliminary or permanent injunction to preserve the status quo or prevent irreparable harm during the arbitration process.

- h. Neither party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under this Agreement to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, epidemics, pandemics, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays.
- i. This Agreement and any schedules or exhibits attached thereto contain the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous proposals, discussions, agreements, Customer issued purchase order or document of like intent or purpose, understandings, commitments, representations of any kind, whether oral or written, relating to the subject matter hereof. It is expressly agreed that if Customer issues a purchase order or other document for the services provided under this Agreement, such instrument will be deemed for Customer's internal use only, and no terms, conditions or provisions contained therein shall have any effect on the rights, duties or obligations of the parties under, or in any way modify, this Agreement, regardless of any failure by CJS to object to such terms, conditions or provisions. This Agreement sets forth the sole and entire understanding between CJS and Customer with respect to the subject matter.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have entered into this Agreement as of the Effective Date.

COURTVIEW JUSTICE SOLUTIONS INC

CUSTOMER

By: 

By: _____

Title: General Manager

Title: _____

Date: April 10, 2016

Date: _____

SCHEDULE 1

SOFTWARE COVERED UNDER THIS MAINTENANCE AGREEMENT

| Software | Support Period | Amount | Billing Frequency |
|--|---------------------------------|---------------|--------------------------|
| JWorks Enhancement Module, 12 Named Users JWorks Discovery Module | May 1, 2016 – April 30, 2017 | \$3,029 | Annually, in advance |

SCHEDULE 2

MAINTENANCE TERMS

1. SUPPORT SERVICES

Customer will authorize and identify a reasonable number of contacts who may initiate support with CJS. These named users must be technically capable and familiar with the products covered under this agreement. Customer will perform basic troubleshooting before contacting CJS to eliminate issues caused by other variables such as applications, power, hardware, security, infrastructure, and environment. CJS reserves the right to decline support to Customer named users not authorized to initiate support.

CJS will provide support after confirming Customer has been unable to resolve the issue through its own troubleshooting. Once the reported problem can be reproduced and documented, and resolution identified such as assistance provided over the phone, application working as documented, configuration change, or programming change, the ticket will be closed. If a programming change is required, the ticket will remain open until the updated fix is delivered in a future release.

Maintenance includes bug fixes and telephone support and may include, if they are made available by CJS, software updates.

2. CORRECTION OF DEFECTS

In the event the Customer encounters an error and/or malfunction ("Defect") in the CJS Software because it is not conforming to documentation provided by CJS, it shall communicate the circumstances and any supporting information to CJS. Upon receipt, CJS will respond as follows:

- A. In the event that, in the mutual and reasonable opinion of CJS and the Customer, there exists a Defect that does not constitute a serious impediment to the normal intended use of the CJS Software, CJS will correct the Defect and distribute the correction to the Customer in accordance with CJS' normal software revision schedule.
- B. In the event that, in the mutual and reasonable opinion of CJS and the Customer, there exists a Defect that does constitute a serious impediment to the normal intended use of the CJS Software, CJS will take such steps as are reasonably required to correct the Defect promptly.

3. SOFTWARE REVISIONS AND NEW VERSIONS

- A. CJS Software may be revised by CJS as a result of (i) emergency correction of Defect, (ii) periodic correction of Defects and/or (iii) the release of upgrades or improvements or modifications designed to improve the performance of the CJS Software and/or to increase the capabilities of the CJS Software (hereafter "Revisions").

Revisions will be provided at no additional charge during the term of the Software Maintenance Agreement.

- B. New versions ("New Versions") of the CJS Software may be issued by CJS from time to time (excluding 3rd party software). A New Version substantially changes the architecture and/or coding structure of the application, and the New Version is not

written as an add-on to the current software code base. CJS will, from time to time, release new products (including New Versions) and/or modules, which CJS will make available to Customer at the then-current price(s).

- C. All Revisions and New Versions will be transmitted to the Customer electronically unless otherwise mutually agreed. The Customer shall be solely responsible for executing the appropriate instructions in order to transfer the Revisions or New Versions onto its system unless otherwise mutually agreed in writing.
- D. If Customer reports a Defect to CJS that can be resolved through upgrading to a New Version, Customer must upgrade to said New Version and CJS is not obligated to correct the Defect through remediation of the older version unless otherwise mutually agreed in writing.
- E. CJS Software is designed as standard products and not as customized systems. CJS recognizes the need for some Customer customization; however, CJS reserves the right to control the design, performance, and integration of CJS products and, as a result, may reject Customer requests for modifications or enhancements that are inconsistent with CJS' product strategy.
- F. CJS will use commercially reasonable efforts to modify the CJS Software in order to maintain its existing functionality and provide functionality required as a result in changes to the law, regulations, or rules of the Customer's State jurisdiction. A change to the law, regulations, or rules of the Customer's State jurisdiction that requires new functionality is an enhancement. CJS, at its sole discretion, may elect to add such enhancements to the product as a revision. If Customer requires such enhancement prior to CJS decision, if any, to add to the product, the Customer will be required to pay for such additional services at CJS' then current time and materials rate. In either case, the Customer shall timely notify CJS in writing of all requested legislative updates. The notice shall contain a summary of the modifications, identifying the applications and functions to be modified as well as detailed specification of the required changes. The Customer shall also provide a complete text, including effective date, of the legislation and/or order mandating the modifications. CJS shall then prepare a detailed functional specification for approval by Customer and the timeline required for implementation. Nothing in this provision requires CJS to undertake extraordinary efforts to complete the legislative updates or provide new functionality except as Additional Services. Customer agrees to cooperate with other customers in the jurisdiction to agree upon appropriate specifications.

4. TECHNICAL LITERATURE

CJS shall make available to the Customer technical literature that CJS considers relevant to the CJS Software and its use within the scope of Customer's operations.

5. REMOTE DIAGNOSTIC ACCESS

The Customer shall provide appropriate remote access capabilities by which CJS may, with the permission of the Customer, remotely access the CJS Software for the purpose of remote diagnostics and support.

6. PROPER USE

- A. The Customer agrees that all reasonable effort shall be taken to ensure that neither the CJS Software nor data files are misused.

- B. In the event that the Customer or its agents misuses the CJS Software or data files, including, but not limited to, inserting, updating, deleting or otherwise modifying data through a means other than the CJS Software, although CJS is not obligated to correct such misuse, CJS may attempt to correct the situation, if possible, at Customer's expense.
- C. In the event that diagnostic assistance is provided by CJS, which, in the reasonable opinion of CJS, relates to problems not caused by a Defect in the CJS Software, such assistance shall be at the Customer's expense.

7. ADDITIONAL SERVICES

- A. The Customer may desire to have additional modifications or minor enhancements performed; the fees for these services shall be in accordance with CJS' then current time and materials rates. Specific services include requirements analysis, preparation of functional and programming specifications, software development, testing, documentation, installation, file conversion, training, and help desk support. CJS shall provide an estimate of cost prior to performing any of the above services. CJS is available to perform these modifications within the scope of this Agreement or under a separate agreement.
- B. Additional support outside the scope of the support services described in this Agreement may be available to the Customer upon request. These services shall be performed on a time and materials basis.

8. RESPONSE TIMES AND AVAILABILITY

- A. Definition. The Customer Support Department is the primary means of communication between the Customer and CJS regarding all CJS software issues. Customer Support provides the most efficient means to track, manage, and resolve all CJS software issues.
- B. Response Time. CJS target average response to Customer's request for assistance via the Customer Support Department is within four (4) business hours of receipt. Response time is defined as the time it takes CJS to provide the Call Tracking Number to the Customer.
- C. Resolution Time. Resolution time will vary depending on the severity and complexity of the reported problem. Resolution time is defined as the time it takes CJS to sufficiently remedy the problem or return the system to operational status. Resolution may mean that a temporary fix has been provided to correct a problem until a permanent solution can be delivered. Elapsed time for development effort is not included in Resolution time.
- D. Hours of Operation. CJS shall be available for support services Monday through Friday, 8 A.M. to 5 P.M. Eastern Time, except for CJS-observed holidays, which may be revised from time to time.

ADDENDUM

(WASHINGTON STATE TRANSPARENCY LAWS)

The City of Everett ("City") and CourtView Justice Solutions Inc. ("Vendor") are parties to an agreement entitled "Software Maintenance Agreement" (the "Agreement"). The parties agree that the provisions of this addendum control all provisions of the Agreement:

- A. Scope. Regardless of anything to the contrary in the Agreement, all provisions in the Agreement that require the City to not disclose information or otherwise preserve confidentiality are strictly limited to the following:

database structure
source code
report design, content, and layout
screen design, content, and layout
business processes within the application
business rules within the application
interface designs and business logic
software documentation
(the "Confidential Records").

If the Parties desire anything additional be Confidential Records, then a new addendum shall be executed by the parties. The City has no non-disclosure or confidentiality obligations with respect to anything that is not a Confidential Record as defined by this addendum.

- B. Washington Public Records Act. Vendor acknowledges that the City is subject to the Washington Public Records Act, chapter 42.56 RCW and other Washington statutes related to open government (collectively, the "Act"). If the City receives a records request under the Act that requests any Confidential Records, then the City shall give reasonable written notice to Vendor. The City has no obligation to provide such notice for anything that is not Confidential Records. If Vendor desires that the Confidential Records not be disclosed, Vendor shall commence an action in Snohomish County Superior Court before the disclosure date. **Notwithstanding anything to the contrary in the Agreement, the City has no liability whatsoever to Vendor the disclosure of any record when that disclosure is consistent with the Act or with an order applying the Act entered by the Snohomish County Superior Court or a Washington appellate court.**

C. Venue. The exclusive venue for any dispute regarding the subject matter of this addendum is Snohomish County Superior Court.

CITY:

RAY STEPHANSON, MAYOR

VENDOR:



By: Jeffrey Harmon

Title: General Manager

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY